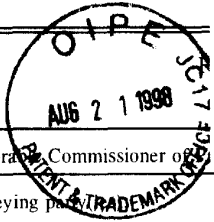


8-21-98
MJD

Form PTO-1594
(Rev 6-93)



08-31-1998



U.S. Department of Commerce
Patent and Trademark Office

100810154

Original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party:
VICTOR EQUIPMENT CO., INC.
 101 South Hanley Road
 Suite 300
 St. Louis, MO 63105

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (Delaware)
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 22, 1998

2. Name and address of receiving party(ies):
 Name: ABN AMRO BANK, N.V., as Administrative Agent
 Internal Address: _____
 Street Address: 135 South LaSalle Street
 City: Chicago State: IL ZIP: 60674-9135
 Country: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Bank _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? Yes No

4. Application number(s) or trademark number(s):
 If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

75/313,406
 75/364,527
 75/392,550

B. Trademark No.(s)

1,092,214	692,021	1,309,710	1,429,036
1,396,488	1,394,663	624,449	1,672,476
1,328,067	1,732,576	568,172	1,078,304
221,149	1,882,724	1,633,054	1,925,253
528,626	1,092,715	1,917,159	1,891,630
701,640	1,392,154	1,077,305	1,414,725
1,538,954	650,081	745,463	1,407,409
876,047	1,410,139	1,250,971	1,186,510
2,076,053	2,016,286	2,072,326	220,890
896,882	338,737		

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Nora A. Whitescarver
 Internal Address: Mayer, Brown & Platt
 Street Address: 2000 Pennsylvania Avenue, NW
Suite 3900
 City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 41

7. Total fee (37 CFR 3.41): \$1040.00
 Enclosed (Check No. 16004)
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

08/27/1998 13HABAZZ 00000035 75313406
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9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nora A. Whitescarver Nora A. Whitescarver August 20, 1998
 Name of Person Signing Signature Date

TRADEMARK

Total number of pages comprising cover sheet and document attachments: 11

REF ID: A61773 FRAME 0591

Item A. Trademarks

Registered Trademarks

REFERENCE #	MARK	APPLICATION #	FILE DATE	REGISTRATION #	REG DATE	STATUS
TDVE 14076	CONTRACTOR	N/A	5/30/78	1,092,214	5/30/78	REGISTERED
	CLASS: 9					
TDVE 14244	CUTMASTER	77,833	7/16/59	692,021	1/26/60	REGISTERED
	CLASS: 9 For: cutting torches.					
TDVE 14077	DESIGN	N/A	12/18/84	1,309,710	12/18/84	REGISTERED
	CLASS: 8					
TDVE 14078	DESIGN	N/A	2/17/87	1,429,036	2/17/87	REGISTERED
	CLASS: 9					
TDVE 14079	DESIGN	N/A	6/10/86	1,396,488	6/10/86	REGISTERED
	CLASS: 8					
TDVE 14080	DESIGN	N/A	5/27/86	1,394,663	5/27/86	REGISTERED
	CLASS: 8					
TDVE 14251	DUBBL-STAGE	691,873	7/25/55	624,449	4/3/56	REGISTERED
	CLASS: 9 Pressure gauges.					
TDVE 14217	ENVIRO-CAP	74/124,777	12/29/90	1,672,476	1/21/92	REGISTERED
	CLASS: 9 For: industrial regulators for use with welding equipment.					
TDVE 14093	FIREPOWER	N/A	4/2/85	1,328,067	4/2/85	REGISTERED
	CLASS: 8					
	CLASS: 9					
TDVE 14097	FLAMEBUSTER	74/150,005	3/22/91	1,732,576	11/17/92	REGISTERED
	CLASS: 9 For: flash back arrestor used on hoses for welding/cutting torches to reduce the risk of explosion of fire.					
TDVE 14216	JIFFY	579,939	6/3/49	568,172	12/23/52	REGISTERED
	CLASS: 11					
TDVE 14104	JOURNEYMAN	73/115,977	11/29/77	1,078,304	11/29/77	REGISTERED
	CLASS: 9 For: cutting and welding kits, comprising torches, nozzles, tips, cutting attachments, regulators, safety goggles, spark lighters, hose, wrenches, and instruction booklet.					
TDVE 14248	MECO (STYLIZED)	232,282	2/20/05	221,149	11/23/26	REGISTERED
	CLASS: 9 For: gas welding torches, gas cutting torches, gas carbon-burning torches, acetylene generators, and reducing valves or regulators, for use with torches and generators.					

REFERENCE #	MARK	APPLICATION #	FILE DATE	REGISTRATION #	REG DATE	STATUS
TDVE 14106	MEDALIST	269,929	4/27/92	1,882,724	3/7/95	REGISTERED
	CLASS: 8 For: cutting, brazing and welding kits comprising, a spark lighter, oxygen and gas fuel regulators, safety goggles, cutting attachments, a torch handle, nozzle, torch tips, and instruction book.					
	CLASS: 9 For: welding equipment, namely gas regulators and gas flow meters.					
	CLASS: 23					
	CLASS: 26					
	CLASS: 34					
TDVE 14108	METALCRAFT	N/A	1/29/91	1,633,054	1/29/91	REGISTERED
	CLASS: 9 For: cutting and welding kits comprising torches, nozzles, tips, cutting attachments, regulators, safety goggles, spark lighters, hose and instruction booklet.					
TDVE 14066	METALCRAFT	588,495	10/17/94	1,925,253	10/10/95	REGISTERED
	CLASS: 9 For: cutting and welding kits comprising torches, nozzles, tips, cutting attachments, regulators, safety goggles, spark lighters, hose and instruction booklet.					
TDVE 14213	MULTI-SEAT	550,639	2/9/48	528,626	8/8/50	REGISTERED
	CLASS: 6					
	CLASS: 7					
TDVE 14109	PERFORMER	N/A	6/6/78	1,092,715	6/6/78	REGISTERED
	CLASS: 9					
TDVE 14067	PROLINE	491,878	2/18/94	1,917,159	9/5/95	REGISTERED
	CLASS: 8 For: kit containing gas brazing and soldering equipment; namely, a self-lighting torch tip, removable torch tips, a regulator and hose.					
TDVE 14110	QUANTUM 2000	N/A	4/25/95	1,891,630	4/25/95	REGISTERED
	CLASS: 8					
TDVE 14249	SAFE-T-CHEK	71,404	4/13/59	701,640	7/26/60	REGISTERED
	CLASS: 6 For: pressure regulator valves.					
TDVE 14111	SOF-FLAME	N/A	5/6/86	1,392,154	5/6/86	REGISTERED
	CLASS: 8					
	CLASS: 9					
TDVE 14119	SUPER-RANGE	73/115,032	2/7/77	1,077,305	11/15/77	REGISTERED
	CLASS: 9 For: cutting and welding kits comprising torches, nozzles, tips, cutting attachments, regulators, safety goggles, spark lighters, hose, wrenches and instruction booklet.					
TDVE 14122	SWIRL DESIGN	N/A	10/28/86	1,414,725	10/28/86	REGISTERED
	CLASS: 6					
	CLASS: 8					
	CLASS: 9					
TDVE 14212	TOTE-L-PACK	740,478	7/18/88	1,538,954	5/16/89	REGISTERED
	CLASS: 8					
TDVE 14250	TRIPL-FLINT	72/008,970	5/24/56	650,081	8/13/57	REGISTERED
	CLASS: 11 For: lighting devices of the type adapted for lighting oxy-acetylene torches.					

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TRADEMARK
REEL: 1773 FRAME: 0593

REFERENCE #	MARK	APPLICATION #	FILE DATE	REGISTRATION #	REG DATE	STATUS
TDVE 14245	TRIPL-FLINT-LOK	124,928	7/28/61	745,463	2/19/63	REGISTERED
	CLASS: 9 Lighting devices of the type adapted for lighting oxy-acetylene torches.					
TDVE 14125	TURBO-LITE	N/A	9/2/86	1,407,409	9/2/86	REGISTERED
	CLASS: 8					
TDVE 14128	TURBOTORCH	N/A	9/2/69	876,047	9/2/69	REGISTERED
	CLASS: 11					
TDVE 14130	TURBOTORCH	N/A	9/23/86	1,410,139	9/23/86	REGISTERED
	CLASS: 6 For: brazing alloy rod, and containers for compressed gas.					
	CLASS: 8 For: gas welding and brazing equipment, namely, torches, torch tips and nozzles, torch handles, and hoses.					
	CLASS: 9 For: chemical gas leak detectors; and gas welding and brazing equipment, namely, gas regulators, and control gauges.					
TDVE 14133	TURBOTOTE + DESIGN	N/A	9/13/83	1,250,971	9/13/83	REGISTERED
	CLASS: 8					
TDVE 14135	TURBOWELD + DESIGN	N/A	1/19/82	1,186,510	1/19/82	REGISTERED
	CLASS: 9					
TDVE 14068	VANGUARD	592,693	10/31/94	2,076,053	7/1/97	REGISTERED
	CLASS: 8 For: gas cutting torch with built-in flashback arrestors and torch handles.					
TDVE 14069	VANGUARD AND DESIGN	611,074	12/14/94	2,016,286	11/12/96	REGISTERED
	CLASS: 8 For: gas cutting torch with built-in flashback arrestors and torch handles.					
TDVE 14070	VANGUARD AND DESIGN	648,563	3/20/95	2,072,326	6/17/97	REGISTERED
	CLASS: 8 For: gas cutting and welding kits, comprising torches, nozzles, tips, cutting attachments, regulators, safety goggles, spark lighters, hose, wrenches and instruction booklet.					
TDVE 14140	VICTOR	223,348	11/14/25	220,890	11/16/26	REGISTERED
	CLASS: 11 For: oxy-acetylene cutting and welding equipment consisting of cutting torches, regulators, gauges [generators], and hose.					
TDVE 14149	VICTOR	331,902	7/7/69	896,882	8/18/70	REGISTERED
	CLASS: 34 Renewed for classes 11, 1, 6, and 9 as follows: FOR: [air filters for pneumatic equipment], in class 31 (int. cl. 11); FOR: flame cutting and welding equipment — namely, torches, nozzles, tips, controls, regulators, gauges, fittings, stands, guides, and accessories [brazing and welding flux; and coated and uncoated welding rods], in class 34 (int. cls. 1, 6 and 9).					
TDVE 14247	WELDMASTER	377,699	4/27/36	338,737	9/15/36	REGISTERED
	CLASS: 9 For: welding torches.					

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TRADEMARK
REEL: 1773 FRAME: 0594

VICTOR EQUIPMENT CO., INC.

Pending Trademark Applications

REFERENCE #	MARK	APPLICATION #	FILE DATE	REGISTRATION #	REG DATE	STATUS
TDVE 14472	FIREPOWER-APG	75/313,406	6/23/97			PENDING
	CLASS: 7 For: power generators.					
TDVE 14481	O2N DEMAND	75/364,527	9/29/97			PENDING
	CLASS 10: For: a portable oxygen delivery unit consisting of a combination regulator and oxygen conserving device, for use by ambulatory patients outside a hospital environment.					
TDVE 14489	POWER WITH A PURPOSE	75/392,550	11/19/97			PENDING
	CLASS: 7 For: power generators.					

VICTOR EQUIPMENT CO., INC.

Trademark Applications in Preparation

REFERENCE #	MARK	APPLICATION #	FILE DATE	REGISTRATION #	REG DATE	STATUS
TDVE 14465	VICTOR - OPPOSITION TO VICTOR INDUSTRIES LTD.					PROPOSED
	CLASS: 11					
	CLASS: 7					
	CLASS: 9					

Item B. Trade Licenses

None.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 22, 1998, is made between VICTOR EQUIPMENT CO., INC., a Delaware corporation (the "Grantor"), and ABN AMRO BANK N.V., as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties;

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of May 22, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers named therein, the various financial institutions as are, or may from time to time become, parties thereto (the "Lenders") and the Agents named therein, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Subsidiary Security Agreement, dated as of May 22, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (g) of Section 4.1.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuers to make Credit Extensions to the Borrowers pursuant to the Credit Agreement, and to induce the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing in the United States or hereafter adopted or acquired in the United States, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the

Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of Collateral in accordance with the Credit Agreement or a waiver or consent granted under the Credit Agreement or (ii) the payment in full of all Secured Obligations, the termination or expiration of all Letters of Credit, the termination of all Rate Protection Agreements, and the termination of all Commitments, the security interest granted herein shall automatically terminate with respect to (x) such Collateral (in the case of clause (i)) or (y) all Collateral (in the case of clause (ii)). Upon any such termination, the Administrative Agent will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination. Upon any sale or other transfer of Collateral permitted by the terms of Section 7.2.9 of the Credit Agreement or any waiver or consent granted under the Credit Agreement, the security interest created hereunder in such Collateral (but not in the proceeds thereof) shall be deemed to be automatically released and the Administrative Agent will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such release.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VICTOR EQUIPMENT CO., INC.

By: Stephanie J. Jyke
Title: Vice President, General Counsel

ABN AMRO BANK N.V.,
as Administrative Agent

By: _____
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VICTOR EQUIPMENT CO., INC.

By: _____
Title:

ABN AMRO BANK N.V.,
as Administrative Agent

By: Andy Chiang
Title: Group Vice President